

## RIGHT OF ENTRY

STATE OF CALIFORNIA  
DEPARTMENT OF THE YOUTH AUTHORITY  
AGENCY NAME AND ADDRESS  
STATE SURPLUS PARCEL NO. SSL #####

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This *Right of Entry* is made and entered into on this ## day of ####, 2004, between the State of California, acting by and through its Director of General Services, hereinafter called **STATE**, and Name of party, her agents or contractors, hereinafter called **PERMITTEE**.

**WHEREAS**, on Date, **STATE** received from **PERMITTEE** an offer to purchase the above identified property located at Property address.

**WHEREAS**, as a condition of the offer to purchase, **PERMITTEE** requested a due diligence period of Number of days (00) days to conduct investigations of the property including a survey; a Phase 1 toxic or modified report of any toxic conditions including asbestos or foundation materials buried on sight; a soils report or study; an investigation of the Name of building, safety, and zoning regulations; and an investigation of the existing title report and the covenants, conditions, and restrictions (C.C.R.) applicable to the site; and

**WHEREAS**, **PERMITTEE** is currently in the process of conducting the due diligence investigations or studies of the property and said due diligence period will end on Date; and

**WHEREAS**, in a letter to **STATE** dated Actual date, **PERMITTEE** requested permission to perform Describe additional studies and also to describe additional work, and

**NOW, THEREFORE**, **STATE** does hereby give permission to **PERMITTEE** to enter upon those lands identified as State Surplus Parcel No. SSL ###, shown outlined in red on the attached Exhibit "A", consisting of one (1) page, and by this reference made a part hereof, for the purposes identified above.

**This Right of Entry is subject to the following terms and conditions:**

1. This *Right of Entry* is subject to existing contracts, leases, licenses, encumbrances, and claims which may affect the property.
2. **PERMITTEE** acknowledges that work covered under this *Right of Entry* shall be at **PERMITTEE'S** own expense and risk.
3. **PERMITTEE** shall provide **STATE** with copies of the survey and the results of any investigations, studies, or reports conducted on the property.

4. Following any such entry or work, unless otherwise directed by **STATE**, **PERMITTEE** shall return the property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as **STATE** may direct. All such work and any other work conducted or materials furnished with respect to the property by and for **PERMITTEE** shall be paid for by **PERMITTEE**. In the event **PERMITTEE** should fail to restore the surface as required, **STATE** may do so and all costs of such restoration shall be paid by **PERMITTEE** upon demand.
5. **PERMITTEE** waives all claim against **STATE**, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this *Right of Entry* and **PERMITTEE** agrees to indemnify, defend, protect, and hold harmless **STATE**, its officers, agents, and employees from any and all loss, damage, or liability which may be suffered or incurred by **STATE**, its officers, agents, and employees, caused by, arising out of, or in any way connected with, the exercise of the rights hereby granted, except those arising out of the sole negligence of **STATE**.
6. **STATE** reserves the right to use said property in any manner, provided such use does not unreasonably interfere with **PERMITTEE'S** rights herein.
7. **STATE** reserves the right to temporarily prevent entry upon said lands in the event of an emergency.
8. Access to said property shall be from Describe entry road or access.
9. Prior to any entry upon said property for any of the purposes herein above set forth, **PERMITTEE** shall notify, by written, fax, or oral notice, Department of General Services, Office of Real Property Services Section 707 Third Street, 5<sup>th</sup> Floor, West Sacramento, California, 95605, Fax (916) 375-4029, Attention: "REO's Name".
10. This *Right of Entry* shall be for a period beginning on Beginning Date, and ending on Ending Date, 2004.
11. Entry upon said lands of **STATE** by **PERMITTEE** for the purposes stated herein shall constitute acceptance by **PERMITTEE** of all terms and conditions of this *Right of Entry*.

APPROVED:

DEPARTMENT OF GENERAL SERVICES  
Office of Real Estate and Design Services

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REO Name  
Real Estate Officer

KMP:446re (#8)